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August 15, 2005

**VIA COURIER**

Ms. Nazifa Sawez  
Federal Communications Commission  
Room 2-A726  
445 12th Street, SW  
Washington, DC 20554

Re: WJHL-DT (Johnson City, Tennessee)  
Facility ID No. 57826  
FCC File No. CDBS-20050815ACG  
Form 383 First Round Channel Election Conflict Decision

Dear Ms. Sawez:

Media General Communications, Inc. ("Media General"), licensee of television station WJHL-TV (Johnson City, Tennessee) (the "Station"), by its attorneys, hereby provides the three attached agreements listed in Schedule A of the FCC Form 383 Digital Channel Election First Round Conflict Decision filed today by the Station.

Media General is the licensee of television broadcast station WJHL-TV, Channel 11 (Johnson City, Tennessee). On February 10, 2005, Media General made a first-round channel election filing with the Federal Communications Commission ("FCC") pursuant to which Media General elected Channel 11 for WJHL-TV's operations after the close of the digital television ("DTV") transition. Media General received a conflict analysis letter from the Commission indicating that the Station's election as reflected in FCC File No. BFRECT-20050210AOE was predicted to cause interference to three protected facilities. As detailed below, Media General entered into negotiated agreements with the licensees of each of these stations.

**1. WBIR-TV (Knoxville, Tennessee).** The Commission's letter indicated that the Station's election was predicted to cause 0.4% interference to the Channel 10 service area of WBIR-TV, Knoxville, Tennessee. Gannett Pacific Corporation ("Gannett") is the licensee of WBIR-TV. Gannett has also been informed by the Commission that its election of Channel 10 for post-transition operation of WBIR-TV is predicted to cause 0.5% interference to the Channel 11 service area of the Station. Consistent with the FCC's Second Periodic Review of the Commission's Rules and Policies Affecting the Conversion to Digital Television, *Report and Order*, MB Docket No. 03-15 (rel. Sept. 7, 2004) (the "*Report and Order*"), and for the purpose

of facilitating grant of WBIR-TV's and the Station's channel elections, Media General and Gannett entered into the Negotiated Conflict Resolution Agreement at Attachment A.

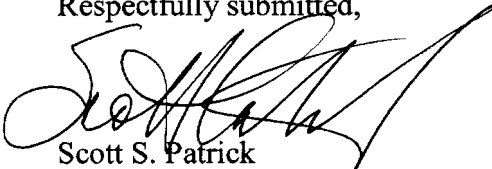
**2. WYMT-TV (Hazard, Kentucky).** The Commission's letter indicated that the Station's election was predicted to cause 0.6% interference to the elected DTV Channel 12 service area of WYMT-TV, Hazard, Kentucky. Gray Television Licensee, Inc ("Gray") is the licensee of WYMT-TV. Consistent with the FCC's *Report and Order*, and for the purpose of facilitating grant of the Station's channel election, Media General and Gray entered into the Interference Acceptance Agreement at Attachment B.

**3. WTVI(TV) (Charlotte, North Carolina).** The Commission's letter indicated that the Station's election was predicted to cause 0.2% interference to the elected DTV Channel 11 service area of WTVI(TV), Charlotte, North Carolina. Charlotte-Mecklenberg Public Broadcasting Authority ("CMPBA") is the licensee of WTVI(TV). Consistent with the FCC's *Report and Order*, and for the purpose of facilitating grant of the Station's channel election, Media General and CMPBA entered into the Interference Acceptance Agreement at Attachment C.

Media General believes that approval of its election of Channel 11 for post-transition operation is in the public interest. WJHL-TV's DTV allotment is on out-of-core Channel 58 and is unavailable for selection. Because the FCC's predicted amount of interference to each of these stations is less than the *de minimis* standard for DTV stations set forth in the Commission's *Public Notice* (DA 05-2233, Aug. 2, 2005) (*i.e.*, less than 2.0%), and in light of the Agreements entered into between Media General and the licensees of each of these stations, Media General urges the Commission to approve the Station's election.

Please contact the undersigned if you have any questions regarding this matter.

Respectfully submitted,



Scott S. Patrick

cc: [form383@fcc.gov](mailto:form383@fcc.gov)  
David P. Fleming, Esq. (*counsel for WBIR-TV*)  
Joan Stewart, Esq. (*counsel for WYMT-TV*)  
Steven C. Schaffer, Esq. (*counsel for WTVI(TV)*)

**Attachment A**

**Negotiated Conflict Resolution Agreement**

**between**

**Media General Communications, Inc.**

**and**

**Gannett Pacific Corporation**

## NEGOTIATED CONFLICT RESOLUTION AGREEMENT

This Negotiated Conflict Resolution Agreement ("Agreement") is entered into as of August 5, 2005 by and between Media General Communications, Inc. ("Media General"), and Gannett Pacific Corporation ("Gannett").

1. Media General is the licensee of Station WJHL, FCC Facility ID No. 57826, Johnson City, TN, which is authorized by the Federal Communications Commission ("FCC") to operate on NTSC Channel 11 and on digital television ("DTV") Channel 58. In the first round of the FCC's DTV channel election process, Media General elected its NTSC Channel 11 for post-transition DTV operations.

2. Gannett is the licensee of Station WBIR, FCC Facility ID No. 46984, Knoxville, TN, which is authorized by the FCC to operate on NTSC Channel 10 and on DTV Channel 31. In the first round of the FCC's DTV channel election process, Gannett elected its NTSC Channel 10 for post-transition DTV operations.

3. Station WJHL has been notified by the FCC that its proposed digital operation on its elected Channel 11 would result in 0.4% interference to Station WBIR's proposed digital operation on its elected Channel 10 with facilities specified in its FCC Form 381 (FCC File No. BCERCT-20041105ANZ).

4. Station WBIR has been notified by the FCC that its proposed digital operation on its elected Channel 10 would result in 0.5% interference to Station WJHL's proposed digital operation on its elected Channel 11 with facilities specified in its FCC Form 381 (FCC File No. BCLRCT-20041103ABR).

5. Each of the parties wishes to preserve relied-upon television service to the extent possible and thus wishes to retain its respective first round channel election. Accordingly, to resolve their conflict, Media General and Gannett hereby agree to accept the respective interference which would result from Station WJHL's currently proposed digital operation on Channel 11 and Station WBIR's currently proposed digital operation on Channel 10.

6. Except for the mutual agreement set forth in Paragraph 5, no consideration is being paid or promised by either party in connection with this Agreement.

7. The parties shall each seek the FCC's approval of this Agreement by submission of an FCC Form 383 ("Digital Channel Election for Television Broadcast Station: First Round Conflict Decision") by August 15, 2005 pursuant to FCC Docket 03-15. The parties also agree that they will cooperate with each other to provide the FCC with all other information (including, without limitation, a copy of this Agreement) which the FCC may request in connection with the parties' respective DTV channel elections.

No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement is sought. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of Tennessee without giving effect to the choice of law provisions thereof. Each party shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation accounting and legal fees incurred in connection herewith.

MEDIA GENERAL COMMUNICATIONS, INC. CANNETT PACIFIC CORPORATION

By: W. A. Hill  
Title: Sr. V.P. Broadcast Ops

By: Gregory H. Lee  
Title: PRES/CM

**Attachment B**

**Interference Acceptance Agreement**  
**between**  
**Media General Communications, Inc.**  
**and**  
**Gray Television Licensee, Inc.**



## INTERFERENCE ACCEPTANCE AGREEMENT

THIS INTERFERENCE ACCEPTANCE AGREEMENT is made as of August \_\_, 2005 between Media General Communications, Inc. ("Media General") and Gray Television Licensee, Inc. ("Gray").

Media General is the licensee of analog television broadcast station WJHL(TV), Channel 11, Johnson City, Tennessee. On February 10, 2005, Media General made a first-round channel election filing with the Federal Communications Commission ("FCC") pursuant to which Media General elected Channel 11 for WJHL's operations after the conclusion of the digital television ("DTV") transition. Station WJHL(TV) paired DTV allotment is on Channel 58, which is out-of-core and unavailable for election.

Gray is the licensee of television broadcast station WYMT(TV), Channel 57 and WYMT-DT, Channel 12, Hazard, Kentucky ("WYMT"). On January 26, 2005, Gray made a first-round channel election filing with the FCC pursuant to which Gray elected its DTV Channel 12 for WYMT's operations after the close of the DTV transition, as the station's other channel is likewise unavailable for election. On June 23, 2005, the FCC provided WYMT a tentative DTV channel designation on Channel 12 for such operation.

On June 7, 2005, the FCC sent a letter to Media General stating that WJHL's proposed post-DTV transition operation on Channel 11 would create 0.6 percent impermissible interference to the baseline service population of WYMT's "elected DTV [channel] 12." The letter further stated that Media General may resolve the conflict by, among other options, "negotiating a conflict resolution agreement with the station(s) with which [WJHL is] in conflict."

In the post-transition environment, Gray may wish to make certain changes to WYMT's operating parameters that could result in new interference by WYMT to 0.6 percent of WJHL's baseline service population.

Consistent with the FCC's Second Periodic Review of the Commission's Rules and Policies Affecting the Conversion to Digital Television, *Report and Order*, MB Docket No. 03-15 (rel. Sept. 7, 2004), and, for the purpose of facilitating grant of WJHL's channel election, Gray hereby agrees that WYMT will accept the predicted interference by WJHL to 0.6 percent of the WYMT service area population, based upon the facilities certified to the FCC in WJHL's Form 381 filing (FCC File No. BCERCT-20041105ANZ) and in WYMT's Form 381 filing (FCC File No. BCERCT-20041105APP).

To facilitate WYMT in providing a robust DTV service after the conclusion of the DTV transition, Media General hereby agrees that it will accept new interference to 0.6 percent of the WJHL service area population following the conclusion of the DTV transition.

Each of Media General and Gray shall take all commercially reasonable steps to satisfy any questions or concerns raised by the FCC with respect to their first-round DTV election filings, notify the other of any such FCC inquiries, and furnish all information requested by the FCC with respect thereto.

No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement is

sought. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of Kentucky without giving effect to the choice of law provisions thereof. Each party shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation accounting and legal fees incurred in connection herewith. Except for the mutual consent set forth above, no consideration is being paid by either party in connection with this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

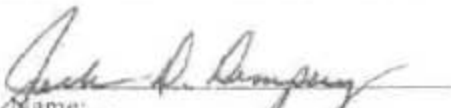
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SIGNATURE PAGE TO INTERFERENCE ACCEPTANCE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

MEDIA GENERAL COMMUNICATIONS, INC.

By:   
Name:   
Title: President / GM

GRAY TELEVISION LICENSEE, INC.

By:   
Name:   
Title: President / General Manager

**Attachment C**

**Interference Acceptance Agreement**

**between**

**Media General Communications, Inc.**

**and**

**Charlotte-Mecklenberg Public Broadcasting Authority**

## INTERFERENCE ACCEPTANCE AGREEMENT

THIS INTERFERENCE ACCEPTANCE AGREEMENT is made as of August 15, 2005 between Media General Communications, Inc. ("Media General") and Charlotte-Mecklenburg Public Broadcasting Authority ("CMPBA").

Media General is the licensee of analog television broadcast station WJHL(TV), Channel 11, Johnson City, Tennessee. On February 10, 2005, Media General made a first-round channel election filing with the Federal Communications Commission ("FCC") pursuant to which Media General elected Channel 11 for WJHL's operations after the conclusion of the digital television ("DTV") transition. Station WJHL(TV) paired DTV allotment is on Channel 58, which is out-of-core and unavailable for election.

CMPBA is the licensee of television broadcast station WTVI(TV), Channel 42 and WTVI-DT, Channel 11, Charlotte, North Carolina ("WTVI"). On January 14, 2005, CMPBA made a first-round channel election filing with the FCC pursuant to which CMPBA elected its DTV Channel 11 for WTVI's operations after the close of the DTV transition. On June 23, 2005, the FCC provided WTVI a tentative DTV channel designation on Channel 11 for such operation.

On June 7, 2005, the FCC sent a letter to Media General stating that WJHL's proposed post-DTV transition operation on Channel 11 would create 0.2 percent impermissible interference to the baseline service population of WTVI's "elected DTV [channel] 11." The letter further stated that Media General may resolve the conflict by, among other options, "negotiating a conflict resolution agreement with the station(s) with which [WJHL is] in conflict."

In the post-transition environment, CMPBA may wish to make certain changes to WTVI's operating parameters that could result in new interference by WTVI to 0.2 percent of WJHL's baseline service population.

Consistent with the FCC's Second Periodic Review of the Commission's Rules and Policies Affecting the Conversion to Digital Television, *Report and Order*, MB Docket No. 03-15 (rel. Sept. 7, 2004), and, for the purpose of facilitating grant of WJHL's channel election, CMPBA hereby agrees that WTVI will accept the predicted interference by WJHL to 0.2 percent of the WTVI service area population, based upon the facilities certified to the FCC in WJHL's Form 381 filing (FCC File No. BCERCT-20041105ANZ) and in WTVI's Form 381 filing (FCC File No. BCERCT-20041102ABX).

To facilitate WTVI in providing a robust DTV service after the conclusion of the DTV transition, Media General hereby agrees that it will accept new interference to 0.2 percent of the WJHL service area population following the conclusion of the DTV transition.

Each of Media General and CMPBA shall take all commercially reasonable steps to satisfy any questions or concerns raised by the FCC with respect to their first-round DTV election filings, notify the other of any such FCC inquiries, and furnish all information requested by the FCC with respect thereto.

No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement is sought. Neither party may assign this Agreement without the prior written consent of the other party,

which shall not be unreasonably withheld. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of North Carolina without giving effect to the choice of law provisions thereof. Each party shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation accounting and legal fees incurred in connection herewith. Except for the mutual consent set forth above, no consideration is being paid by either party in connection with this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.


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SIGNATURE PAGE TO INTERFERENCE ACCEPTANCE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

MEDIA GENERAL COMMUNICATIONS, INC.

By:

  
Name: W. Arden Hill  
Title: SR. V.P. Broadcast Ops

CHARLOTTE-MECKLENBURG PUBLIC BROADCASTING AUTHORITY

By:

\_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO INTERFERENCE ACCEPTANCE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

MEDIA GENERAL COMMUNICATIONS, INC.

By:

\_\_\_\_\_  
Name:  
Title:

CHARLOTTE-MECKLENBURG PUBLIC BROADCASTING AUTHORITY

By:

Elsie B Garner  
Name: Elsie Garner  
Title: President & CEO